

04-25-2006



103186274

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kellwood Company

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation- State: Delaware
☐ Other _____

Citizenship (see guidelines) _____

Additional names of conveying parties attached? ☐ Yes ☒ No**3. Nature of conveyance)/Execution Date(s) :**Execution Date(s) April 12, 2006

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: Bank of America, N.A., as Agent

Internal _____

Address: _____

Street Address: One South Wacker, Suite 3400City: ChicagoState: IllinoisCountry: USA Zip: 60606

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☐ Corporation Citizenship _____
☒ Other National Assoc. Citizenship USA

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No
(Designations must be a separate document from assignment)**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

see Schedule I attached

Additional sheet(s) attached? ☒ Yes ☐ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown): _____

5. Name & address of party to whom correspondence concerning document should be mailed:Name: Holli Kubicki

Internal Address: _____

Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800City: ChicagoState: IL Zip: 60606Phone Number: 312-993-2638Fax Number: 312-993-9870Email Address: holli.kubicki@lw.com**6. Total number of applications and registrations involved:**

89

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,240.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature:

Signature

Holli Kubicki

Name of Person Signing

Date

Total number of pages including cover sheet, attachments, and document:

10

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450TRADEMARK
REEL: 003295 FRAME: 0686

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT**

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number	Registration Date
[Rose Design]	1,536,490	4/25/1989
62 EAST (and Design)	1,394,984	5/27/1986
ALESIA	2,300,861	12/14/1999
ANDREW HARVEY	1,521,011	1/17/1989
BELIZA	2,872,862	8/20/2004
BELIZA PETITES	3,013,979	11/8/2005
BELIZA SPORT	[s/n 78/372,678]	[filed 2/23/2004]
BELIZA WOMAN	2,916,374	1/4/2005
BICE	1,807,628	11/30/1993
BLOCK ISLAND (and Design)	1,457,502	9/15/1987
CALIFORNIA IVY	1,093,846	6/20/1978
CAPE COD MATCH MATES	1,410,665	9/23/1986
CHAYA (and Design)	1,595,503	5/8/1990
CITYWEAR	1,871,395	1/3/1995
COMPONENTS	1,674,295	2/4/1992
COMPONENTS SPORTSWEAR	2,458,098	6/5/2001
COMPONIX	1,467,457	12/1/1987
CRICKET LANE	1,441,281	6/2/1987
CRICKET LANE (and Design)	1,455,400	9/1/1987
CROWNTUFT	1,839,480	6/14/1994
DAVID DART	1,433,987	3/24/1987
DAVID DART	2,381,676	8/29/2000
DAVID DART COLLECTIONS	1,991,895	8/6/1996
DAVID DART EMPORIUM	2,027,519	12/31/1996
DAVID DART SPORT	1,991,896	8/6/1996
DENVER JEANS (Stylized)	1,499,677	8/9/1988
DUE DATE	2,398,247	10/24/2000
DUG	[s/n 78/613,148]	[filed 4/20/2005]
DUG (and Design)	[s/n 78/613,142]	[filed 4/20/2005]
EASE SPORT	1,675,206	2/11/1992
EASE SPORT	1,696,978	6/23/1992
EC4U	1,812,228	12/21/1993
ENCHANTE (Stylized)	1,536,489	4/25/1989
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ENTICEMENTS	1,440,020	5/19/1987
EVEREST ELITE	1,289,067	8/7/1984
FINESSE (Stylized)	1,195,248	5/11/1982
FLOWER TEA	1,433,037	3/17/1987
FR SPORT	1,469,156	12/15/1987
FREEDOM TO CHANGE	2,018,094	11/19/1996
FRITZI	2,305,997	1/4/2000
FRITZI CALIFORNIA (and Design)	1,775,315	6/8/1993
GINA PETERS (and Design)	1,447,643	7/14/1987
GKC (and Design)	2,388,634	9/19/2000

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HOTDOGGER USA	1,553,813	8/29/1989
ILISE STEVENS	1,383,482	2/18/1986
INDEX	[s/n 78/604,432]	[filed 4/7/2005]
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IVY WEAR	1,775,319	6/8/1993
JACLYN B. (Stylized)	2,366,894	7/11/2000
JACLYN MICHELLE	1,951,664	1/23/1996
JACLYN MICHELLE MADE IN USA (and Design)	1,953,550	1/30/1996
KIM RENEE (Stylized)	2,366,895	7/11/2000
L.A. INTIMATES	2,593,458	7/16/2002
LEMON CLOTHING COMPANY	1,433,038	3/17/1987
LES JEUNES	2,661,040	12/17/2002
MELROSE	1,626,053	12/4/1990
MY MICHELLE (Stylized)	1,442,190	6/9/1987
NORTHERN ISLES (and Design)	1,413,438	10/14/1986
NORTHERN ISLES (and Design)	1,508,215	10/11/1988
NORTHERN ISLES II	1,636,516	2/26/1991
PINK POODLE	[s/n 78/352,091]	[filed 1/14/2004]
PINK POODLE (and Design)	3,005,746	10/11/2005
RADCLIFFE	938,901	7/25/1972
ROBERT SCOTT LTD.	1,260,999	12/13/1983
ROBERT TERRY	1,499,713	8/9/1988
SAG HARBOR (and Design)	1,224,369	1/18/1983
SAG HARBOR (and Design)	1,943,661	12/26/1995
SAG HARBOR CLASSICS	[s/n 78/475,921]	[filed 8/30/2004]
SAG HARBOR ELEMENTS	[s/n 78/475,924]	[filed 8/30/2004]
SAILMATES (and Design)	1,684,501	4/28/1992
SHAPES & SIZES	1,947,405	1/9/1996
SLUMBERJACK	1,291,069	8/21/1984
STUDIO 199	1,467,481	12/1/1987
STUDIO EASE	1,755,484	3/2/1993
STYLED BY SUZY (Stylized)	1,445,241	6/30/1987
TAKARA	[s/n 78/410,736]	[filed 4/29/2004]
TAMI	2,521,441	12/25/2001
THE FITTING GUARANTEE	[s/n 78/699,867]	[filed 8/24/2005]
THE SLIMMING SOLUTION	[s/n 78/699,864]	[filed 8/24/2005]
THIN ICE	1,804,570	11/16/1993
TOPANGA CANYON	2,011,119	10/22/1996
VIOLETS & ROSES	1,849,398	8/9/1994
WEAR ABOUTS	2,771,631	10/7/2003
WINGATE (Stylized)	1,245,406	7/12/1983
YOU BABES (and Design)	1,790,493	8/31/1993
YOU BABES TOO (and Design)	1,471,487	1/5/1988

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by KELLWOOD COMPANY, a Delaware corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

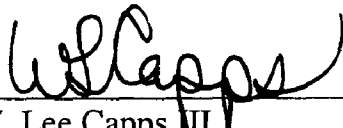
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KELLWOOD COMPANY

By: 
Name: W. Lee Capps III
Title: Chief Operating Officer and Chief Financial Officer

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Kellwood Trademark Security Agreement]

TRADEMARK
REEL: 003295 FRAME: 0691

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KELLWOOD COMPANY

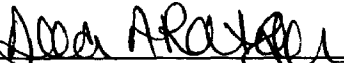
By: _____

Name: _____

Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: 

Name: Debra A. Rathberger

Title: Senior Vice President

[Signature Page to Kellwood Trademark Security Agreement]

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YOU BABES (and Design)	1,790,493	8/31/1993
YOU BABES TOO (and Design)	1,471,487	1/5/1988

TRADEMARK LICENSES

1. Trademark License Agreement by and between Global Brand Holdings, LLC and Kellwood Company dated May 7, 2003. (XOXO)
2. Trademark License Agreement by and between L.C. Licensing, Inc. and Kellwood Company dated June 10, 2002. (Liz Claiborne)
3. Trademark License Agreement by and between DJULC, LLC and Kellwood Company dated July 16, 2003. (Def Jam, DJU, Def Jam University)
4. Trademark License Agreement by and between Phillips-Van Heusen Corporation and Kellwood Company dated November 5, 2002. (Izod)
5. Trademark License Agreement by and between Calvin Klein, Inc. and Kellwood Company dated June 19, 2003. (Calvin Klein)
6. Trademark License Agreement by and between Oscar de la Renta and Kellwood Company dated February 4, 2004. (O Oscar)
7. Trademark License Agreement by and between Run Athletics, LLC and Kellwood Company dated March 17, 2003. (Run Athletics)
8. Trademark License Agreement by and between Nautica Apparel, Inc. and Kellwood Company dated January 1, 2006. (Nautica)
9. Trademark License Agreement by and between Levi Strauss & Co. and Kellwood Company dated January 1, 2002. (Dockers)
10. Trademark License Agreement by and between Phillips-Van Heusen Corporation and New Campaign, Inc. dated September 19, 2003. (Izod – Women's accessories)
11. Trademark Second Amended and Restated Design and Advertising Agreement and Second Amended and Restated License Agreement by and between PRL USA, Inc. and New Campaign, Inc. (Polo – accessories)
12. Trademark CHAPS License Agreement by and between PRL USA Inc., The Polo/Lauren Company, L.P. and New Campaign, Inc. dated July 19, 2004. (Chaps – accessories)

CHI99 4616627-1.002028.0052